

ORDER FOR SUPPLIES OR SERVICES										Page 1 Of 17	
1. Contract/Purch Order/Agreement No. DAAE20-02-P-0443			2. Delivery Order/Call No.		3. Date Of Order/Call (YYYYMMDD) 2002SEP19		4. Requisition/Purch Request No. SEE SCHEDULE			5. Priority DOA5	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B MARILYN EMERICK (309)782-8113 ROCK ISLAND IL 61299-7630 EMAIL: EMERICKM@RIA.ARMY.MIL				Code W52H09	7. Administered By (If other than 6) DCMA NEW YORK FT WADSWORTH BLDG 120 207 NEW YORK AVE STATEN ISLAND NY 10305-5013				Code S3310A	8. Delivery FOB <input type="checkbox"/> Destination <input checked="" type="checkbox"/> Other (See Schedule if other)	
9. Contractor KIPCO MACHINE AND TOOL INC 105 JAMAICA AVE BROOKLYN NY 11207 Name and Address TYPE BUSINESS: Other Small Business Performing in U.S.			Code 51081	Facility	10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE			11. X If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned			
					12. Discount Terms			13. Mail Invoices To the Address in Block See Block 15			
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			Code HQ0337	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2			
16. Type of Order	Delivery/Call	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
	Purchase	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2002T0322, Dated furnish the following on terms specified herein.									
	X	Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.									
Name Of Contractor			Signature			Typed Name And Title			Date Signed (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. Item No.		19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price			20. Quantity Ordered/Accepted*		21. Unit	22. Unit Price		23. Amount	
		KIND OF CONTRACT: Supply Contracts and Priced Orders									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. United States Of America By: ADELAIDE J TKATCH /SIGNED/ TKATCHA@RIA.ARMY.MIL (309)782-5313					25. Total \$13,123.08	29. Differences
26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date Signature Of Authorized Govt Representative							27. Ship. No.	28. D.O. Voucher No.		30. Initials	
36. I certify this account is correct and proper for payment Date Signature And Title Of Certifying Officer							31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By		33. Amount Verified Correct For	
										34. Check Number	
										35. Bill Of Lading No.	
37. Received At		38. Received By		39. Date Received		40. Total Containers		41. S/R Account Number		42. S/R Voucher No.	
DD Form 1155, Jan 1998 Previous edition may be used											

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Name of Offeror or Contractor: KIPCO MACHINE AND TOOL INC		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		
2 52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) TACOM-RI solicitation number;		
(2) Name of PCO;		
(3) Problem description;		
(4) Summary of your discussions with the buyer/PCO.		
(End of clause)		

352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

452.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERALDEC/1997

TACOM-RI

SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN		PRICE \$	
CLIN		PRICE \$	
CLIN		PRICE \$	
CLIN		PRICE \$	

(End of clause)

(AS7008)

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Name of Offeror or Contractor: KIPCO MACHINE AND TOOL INC

5	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	FEB/2002
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1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6	52.233-4503 TACOM-RI	AMC-LEVEL PROTEST PROGRAM	JUN/1998
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(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

7	52.246-4538 TACOM-RI	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
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<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-02-P-0443 MOD/AMD</p>	<p align="center">Page 5 of 17</p>
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Name of Offeror or Contractor: KIPCO MACHINE AND TOOL INC

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

'AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER. FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.'

THIS PROCUREMENT IS A 100% SMALL BUSINESS SET ASIDE.

REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.

2. DATAFAX NUMBER FOR AMSTA-LC-CSC-B IS 309-782-6346.
3. REQUEST YOU CERTIFY TO CLAUSES KF6014, KF7057, AND KF7020 IN SECTION K ON PAGES 18 - 21 AND RETURN WITH QUOTE.
4. PLEASE PROVIDE YOUR DUNS NUMBER: _____
5. PLEASE PROVIDE YOUR TAXPAYER ID CODE: _____
6. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: _____
7. PLEASE PROVIDE YOUR EMAIL ADDRESS: _____

ALL OFFERORS' QUALITY SYSTEM, SHALL, AT A MINIMUM, COMPLY WITH THE REQUIRMENTS SHOWN IN SECTION E IN CLAUSE EF6002 ON PAGE 9. CERTIFICATION OF COMPLIANCE FOR YOUR QUALITY SYSTEM BY AN INDEPENDENT STANDARDS ORGANIZATION OR AUDITOR IS NOT REQUIRED.

*** END OF NARRATIVE A 001 ***

1. This Purchase Order is for the purchase of the Parts Kit, Gun. (See Schedule B of this Purchase Order)
2. Packaging shall be accomplished in accordance with Section D of this Purchase Order.
3. After each shipment, a copy of the signed DD250 shall be datafaxed to TACOM-RI, Attention: Marilyn Emerick, Area Code (309) 782-8113.
4. Accelerated deliveries are acceptable at no increase in cost to either party.
5. This document constitutes award of Solicitation DAAE20-02-T-0322 and is subject to the terms and conditions thereof.

*** END OF NARRATIVE A 002 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AA	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NSN: 1005-01-339-7358 NOUN: PARTS KIT,GUN FSCM: 19200 PART NR: 12524506 SECURITY CLASS: Unclassified PRON: M121V040M1 PRON AMD: 02 ACRN: AA AMS CD: 070011H8GUN <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092123A611 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 838 31-JAN-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0443/0000 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H092123A612 W62G2T J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 838 31-JAN-2003 FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95376-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0443/0000	1676	EA	\$ 7.83000	\$ 13,123.08
0002	<u>Supplies or Services and Prices/Costs</u> <u>DATA ITEM</u>		EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: KIPCO MACHINE AND TOOL INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: DestinationACCEPTANCE: Destination</p>				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8

52.210-4501
TACOM-RI

DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524506 with revisions in effect as of 05/06/02 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

DOC	DELETE	SUBSTITUTE
SPI12524506	MIL-P-116	MIL-STD-2073-1c

(CS6100)

9

52.248-4502
TACOM RI

CONFIGURATION MANAGEMENT DOCUMENTATION

JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

10

52.211-4501
TACOM-RI

PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)

FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY

Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: 12524506, REV -, DATE 30 MAR 90

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic

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displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

11	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
12	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999
The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)			

Title	Number	Date	Tailoring
() Quality Management Systems - Requirements	ISO 9001:2000	13 Dec 2000	tailored by excluding paragraphs 7.2, 7.3, 7.4. 7.5.1, and 7.5.2
() Quality Systems- Model for QA	ISO 9003	18 Jul 1994	untailored

(End of clause)

(EF6002)

13	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL TACOM-RI	MAY/1994
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a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

14	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
15	52.247-34	F.O.B. DESTINATION	NOV/1991
16	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
17	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

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18

52.247-4531

COGNIZANT TRANSPORTATION OFFICER

MAY/1993

TACOM-RI

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

Name of Offeror or Contractor: KIPCO MACHINE AND TOOL INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB			
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	ACCOUNTING	OBLIGATED	
								NUMBER	STATION	AMOUNT	
0001AA	M121V040M1	AA	2	97	X4930AC6G	6D	26FB	S11116	W52H09	\$	13,123.08
	070011H8GUN										
									TOTAL	\$	13,123.08
SERVICE									ACCOUNTING	OBLIGATED	
NAME		TOTAL BY ACRN		ACCOUNTING CLASSIFICATION					STATION	AMOUNT	
Army		AA		97	X4930AC6G	6D	26FB	S11116	W52H09	\$	13,123.08
									TOTAL	\$	13,123.08
19	52.232-4500				CONTRACT PAYMENT INSTRUCTIONS						AUG/1997
	TACOM-RI										

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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Name of Offeror or Contractor: KIPCO MACHINE AND TOOL INC

SPECIAL CONTRACT REQUIREMENTS
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

20	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
21	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is EmerickM@ria.army.mil. The data fax number for submission is (309) 782-6346, ATTN: Marilyn Emerick.

(End of Clause)

(HS6510)

22	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0443 MOD/AMD	Page 14 of 17
Name of Offeror or Contractor: KIPCO MACHINE AND TOOL INC		

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

23	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
24	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
25	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
26	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
28	52.232-18	AVAILABILITY OF FUNDS	APR/1984
29	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
30	52.243-1	CHANGES - FIXED PRICE	AUG/1987
31	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
32	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
33	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
34	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
35	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
36	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
37	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
38	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
39	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
40	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
41	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
42	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/2002

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):
http://www.arnet.gov/far/
or
www.acq.osd.mil/dp/dars

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(IF8001)

43 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

44 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

45 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:_____

Facility: _____

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Name of Offeror or Contractor: KIPCO MACHINE AND TOOL INC		

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)	28-MAY-2002	002	
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	TECHNICAL DATA PACKAGE CD ROM			

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg	
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs	
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs	
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs	
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs	
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs	
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs	
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs	

(End of Clause)

(JS7001)